

ORIGINAL

LEASE AGREEMENT

DATE INSTALLED: 4-21-08

LEASE # RAI00001

STATE OF: TEXAS
COUNTY OF: DALLAS

Memorandum of agreement between FKS, Inc., DBA Commercial Equipment Company, 15551 Wright Brothers, Addison, Texas 75001 hereinafter called LESSEE and Regency Raintree Limited Partnership. Owner/or acting with full authority as Owner's agent, hereinafter called LESSOR of the property consisting of (248) units located at the address 3830 Booth Calloway Richland Hills, Texas 76118 commonly known as Raintree Apartments. In consideration of the mutual covenants contained in this lease, LESSEE and LESSOR agree to the following:

1. LESSOR herewith leases unto LESSEE and LESSEE hereby rents from LESSOR the laundry room(s) and/or area(s) on the premises described above commencing on date of leases and ending 7 years after laundry equipment installation is complete.
2. LESSEE shall be entitled to the right on exclusive installation and operation of card-operated laundry equipment and LESSEE shall pay, after deduction of applicable sales taxes of license, if any, 50% of the gross receipts collected to LESSOR as the total rental due under this lease agreement.
3. LESSOR shall, at its own expense, install, provide and maintain all necessary electric, gas, water, sewer and all other facilities required to properly operate the equipment, including utility connections. LESSOR shall clean and maintain the premises and promptly notify LESSEE if and when the equipment ceases to operate in a normal manner. LESSEE shall own and maintain the equipment that it installs, without expenses to LESSOR.
4. LESSEE shall have ingress and egress and use of the premises leased herein during the Lease Term as needed for installation, repairs or removal of equipment. LESSOR acknowledges that the tenants also have a right of ingress and egress as needed to utilize the laundry facility.
5. LESSEE shall maintain a reasonable amount of comprehensive general liability and property damage insurance.
6. This lease shall be automatically renewed or successive periods of 30 days (month to month) unless cancelled in writing by certified or registered mail by either parties at least (90) days prior to its expiration
7. This lease shall be binding on the parties hereto, their heirs, executors, successors, assigns and personal representatives.
8. If for any period of more than thirty (30) consecutive days during the term of this lease, LESSEE shall be deprived of use of the laundry rooms through no fault on its part, then the term of this lease shall be extended for a like period of time, without any further consideration or action on the part of the LESSEE.
9. LESSEE shall have the right to terminate this Lease, upon written notice to LESSOR, if (a) vandalism, theft or attempted theft at the premises becomes excessive so as to seriously affect LESSEE'S ability to perform under the lease or (b) usage of the equipment in any three (3) consecutive months does not exceed an average of 4 cycles per machine per day.
10. LESSOR shall inform all subsequent owners of the property of the right of LESSEE under its Lease.
11. In the event any action is instituted to enforce any provision of the Lease, the prevailing party shall be entitled to reasonable attorney fees, court costs and expenses.
12. LESSOR shall have the right to cancel this contract with (30) days written notice via certified letter, if LESSEE does not perform its obligations and/or repair request within 24 – 48 hours of notification, not including delays due to weekends, holidays, unavailable parts, and bad weather.
13. As a further valuable consideration for the execution of this Lease and all of the terms and conditions contained herein, LESSEE agrees to pay to LESSOR the sum of Ten Thousand & No/Cents (\$ 10,000.00) Dollars, payable cash in full after the completion of the laundry equipment installation. In the event this Lease is cancelled for any reason prior to its expiration date, then the LESSOR at the time of cancellation must refund to LESSEE a pro-rata share of the above referenced cash payment payable cash in full at time of cancellation. The total amount of refund shall bear the same proportion as the un-elapsed time

remaining on this Lease bears to Seven (7) years. Further, should the LESSOR, at any time prior to the expiration of this Lease, (1) install, lease, or otherwise provide washers and/or dryers in any of the apartment units in the apartment complex which is subject of this Lease, or (2) convert into condominiums any of the apartment units in the apartment complex which is the subject of this Lease, or (3) should the apartment complex or a portion thereof cease to be operated as an apartment complex, then LESSOR or his assignee should refund to the LESSEE at the time of such installation, leasing, provision and/or conversion and/or cessation that portion of the cash payment referred to above determined by application of the following formula: (number of units where washers and dryers are installed, leased or provided and/or number of units converted and/or number of units ceasing to be operated divided by total units) times (balance of lease term divided by Eighty Four {84} months times original cash payment equals refund. In the event of the occurrence of either (1), (2), or (3) above, LESSEE shall have the option of reducing the amount of equipment installed or of canceling this Lease. The rights and remedies provided LESSEE in this paragraph are non-exclusive and shall not restrict or limit LESSEE'S rights and remedies provided by law and nothing contained herein shall give the LESSOR a right to cancel this Lease.

* attached letter is incorporated into lease. *No 2*

Attachment A

LESSOR is Individual / Partnership / Corporation.

TAX ID # 3 7 - 1 1 3 2 0 1 5

COMMISSIONS TO BE SENT TO:

Raintree Apartments
Laundry Commissions
3830 Booth Calloway
Richland Hills, TX 76118

Raintree Apartments

LESSOR

Philip A. Lambert

By Its Authorized Signatory

Vice Chairman - Regency Winter Mgmt.

DATE: 3/12/08

Commercial Equipment Company.

LESSEE

John D. Hargrove

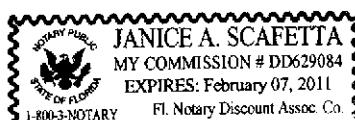
By Its Authorized Signatory

DATE: 3/31/08

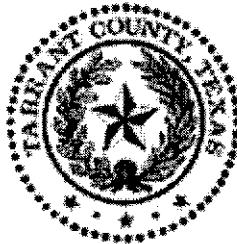
On this, 12 day of March, 2008, before me the Undersigned Authority, personally appeared Philip A. Lambert as the authorized signatories of the LESSOR, respectively, who being under oath, acknowledge before me that they executed the foregoing Lease for the uses and purposes therein and that the contents are true and correct.

NOTARY PUBLIC: Janice A. Scafetta

COMMISSION EXPIRES: 02/07/2011



When recorded, return: Commercial Equipment Company
15551 Wright Brothers, Addison, TX 75001



COMMERCIAL AEQUIPMENT CO
15551 WRIGHT BROTHERS

ADDISON TX 75001

Submitter: COMMERCIAL EQUIPMENT CO

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 03/12/2009 12:19 PM
Instrument #: D209067533
A 3 PGS \$20.00

By: _____



D209067533

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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